

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 11/17/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of Supplemental Lease Agreement No. 3, for office space for the Transportation Security Administration at the Key West International Airport.

ITEM BACKGROUND: Supplemental Lease Agreement No. 3 extends the term of the lease to December 31, 2005.

PREVIOUS RELEVANT BOCC ACTION: Approval of lease agreement, 4/16/03, approval of Supplement No. 1, 11/19/03, approval of Supplement No. 2, 10/20/04.

CONTRACT/AGREEMENT CHANGES: Extends lease term to December 31, 2005.

STAFF RECOMMENDATION: Approval

TOTAL COST: None

BUDGETED: N/A

COST TO AIRPORT: None

SOURCE OF FUNDS:

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER YEAR: \$20,342.00

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

DIRECTOR OF AIRPORTS APPROVAL

P. Horton Bar  
Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

F12

DISPOSITION: \_\_\_\_\_

/bev  
APB

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: General Services Administration

Effective Date: execution

Expiration Date: 12/31/05

Contract Purpose/Description: Supplemental Lease Agreement # 3, for Transportation Security Administration office space at the Key West International Airport.

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/Courier Stop)

for BOCC meeting on: 11/17/04

Agenda Deadline: 11/2/04

## CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing

Current Year Portion: N/A

Budgeted? N/A

Account Codes: N/A

Grant: N/A

County Match: N/A

## ADDITIONAL COSTS

Estimated Ongoing Costs: N/A  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>  /  /  </u>	( ) ( )	<u>P J H Bar</u>	<u>  /  /  </u>
Risk Management	<u>10/27/04</u>	( ) (X)	<u>M. Horton</u> for Risk Management	<u>10/27/04</u>
O.M.B./Purchasing	<u>  /  /  </u>	( ) (X)	<u>Salvatore Spille</u> for OMB	<u>10/27/04</u>
County Attorney	<u>  /  /  </u>	( ) ( )	<u>Pedro Mercado</u> County Attorney	<u>10/29/04</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

September 17, 2004

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO. GS-04B-42843

ADDRESS OF PREMISES Key West International Airport  
3491 South Roosevelt Boulevard  
Key West, Florida 33040

THIS AGREEMENT, made and entered into this date by and between Monroe County

whose address is Key West International Airport  
3491 South Roosevelt Boulevard  
Key West, Florida 33040

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2004, as follows:

This Supplemental Lease Agreement is issued to reflect the following:

The paragraph of the Lease entitled "B. Term" is hereby modified as follows:

B. Term. TO HAVE AND HOLD for the term beginning October 1, 2002, and continuing through December 31, 2004, inclusive.

BY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

ATTORNEY'S OFFICE

DATE

9/23/04

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Monroe County

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

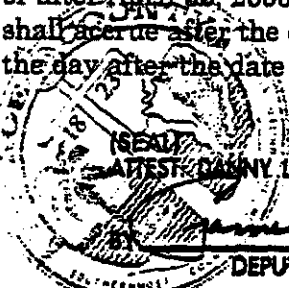
(Address)

UNITED STATES OF AMERICA

BY

(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> <b>NO. 01</b>	<b>DATE</b> <b>12-8-03</b>
<b>TO LEASE NO.</b> <p style="text-align: center;">GS-04B-42843</p>		
<b>ADDRESS OF PREMISES</b> <p style="text-align: center;">Key West International Airport  3491 South Roosevelt Boulevard  Key West, Florida 33040</p>		
<p>THIS AGREEMENT, made and entered into this date by and between <b>Monroe County</b></p> <p>whose address is <b>Key West International Airport</b>  <b>3491 South Roosevelt Boulevard</b>  <b>Key West, Florida 33040</b></p> <p>hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b>, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>October 1, 2003</u>, as follows:</p> <p>The purpose of this agreement is to extend the lease for 700 rentable square feet of space for one (1) year.</p> <p>The paragraph of the lease entitled B. Term is hereby deleted and replaced by the following:</p> <p>"B. Term - TO HAVE AND TO HOLD for the term commencing on October 1, 2002, and continuing through September 30, 2004 inclusive. The Government may terminate this lease at any time on or after <del>April 30</del> <u>October 1, 2003</u>, by giving at least 30 days notice in writing to the Lessor. No rental shall <del>shall accrue after the effective date of termination</del>. Said notice shall be computed commencing with the day after the date of mailing."</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p><b>TEST: DANNY L. KOIHAGE, CLERK</b>  <i>[Signature]</i>  <b>DEPUTY CLERK 11-17-03</b></p> </div> <div style="width: 50%;"> <p style="text-align: center;"><b>MONROE COUNTY ATTORNEY</b>  <b>APPROVED AS TO FORM:</b>  <i>[Signature]</i>  <b>ROBERT N. WOLFE</b>  <b>CHIEF ASSISTANT COUNTY ATTORNEY</b>  Date <u>10-7-03</u></p> </div> </div>		
<p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p><b>LESSOR</b> <b>Monroe County</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>BY</b> <i>[Signature]</i>  _____  (Signature)</p> </div> <div style="width: 50%;"> <p><i>[Signature]</i>  _____  (MAYOR)  _____  (Title)</p> </div> </div> <p><b>IN PRESENCE OF</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____  (Signature)</p> </div> <div style="width: 50%;"> <p>_____  (Address)</p> </div> </div>		
<p><b>UNITED STATES OF AMERICA</b></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>[Signature]</i>  _____  (Signature)</p> </div> <div style="width: 50%;"> <p style="text-align: center;"><b>CONTRACTING OFFICER</b>  <b>GENERAL SERVICES ADMINISTRATION</b>  _____  (Official Title)</p> </div> </div>		

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**  
(Short Form)

LEASE NUMBER

**GS-04B-42843**

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

The Government of the United States of America is seeking to lease approximately 3,450 rentable square feet of office space located in the Key West International Airport or within a 5-minute drive from the airport for occupancy not later than November 1, 2002 for a term of 5 years total, 2 years firm. Rentable space must yield a minimum of 3,000 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment. **INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS September 15, 2002.**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Staircase stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-18.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 6 a.m. to 7 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 60 days after receipt of approved layout drawings. **TAKING SPACE IN 'AS IS' CONDITION.**

**2 SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE (when app.)	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT	OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	LAMPS, TUBES & BALLASTS	(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>See Reg</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Sees <u>See Reg</u>	
<input checked="" type="checkbox"/> SMOKE EXHAUST	<input checked="" type="checkbox"/> JANITORIAL SERV & SUPP	Frequency <u>See Reg</u>	Public Areas <u>See Reg</u>	

**3 OTHER REQUIREMENTS**

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the offeror's proposed amortization rate for tenant alterations.

**NOTE:** All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

**4 BASIS OF AWARD**

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA 285.1-1988 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING "SIGNIFICANTLY MORE IMPORTANT THAN PRICE"
- "APPROXIMATELY EQUAL TO PRICE" "SIGNIFICANTLY LESS IMPORTANT THAN PRICE" (Listed in ascending order, unless stated otherwise):

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

<b>5. NAME AND ADDRESS OF BUILDING (include ZIP Code)</b>  KEY WEST INTERNATIONAL AIRPORT 3491 S. ROOSEVELT BLVD KEY WEST, FLORIDA 33040	<b>6. LOCATION(S) IN BUILDING</b>	
	<b>a. FLOOR(S)</b>  2ND	<b>b. ROOM NUMBER(S)</b>  N/A
	<b>c. RENTABLE SQ. FT.</b>  See Addendum A for sq ft.	<b>d. TYPE</b> <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

**B. TERM**

To have and to hold, for the term commencing on October 1, 2002 and continuing through September 30, 2003 inclusive. The Government may terminate this lease at any time on or after April 30, 2003, by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

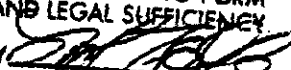
**C. RENTAL**

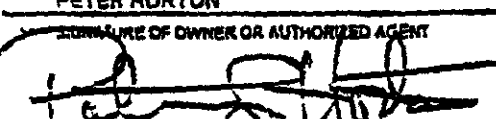
Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

<b>7. AMOUNT OF ANNUAL RENT YRS 1-2</b> AMOUNT OF ANNUAL RENT YRS 3-5 See Addendum A for rate structure.	<b>8. MAKE CHECKS PAYABLE TO (Name and address)</b> AIRPORT OPERATION & MAINTENANCE KWWA 3491 S. ROOSEVELT BLVD. KEY WEST, FLORIDA 33040
<b>9. RATE PER MONTH YRS 1-2</b> RATE PER MONTH YRS 3-5 See Addendum A	

**10a. NAME AND ADDRESS OF OWNER (include ZIP code. If furnished by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)**

MONROE COUNTY  
 KEY WEST INTERNATIONAL AIRPORT  
 3491 S. ROOSEVELT BLVD.  
 KEY WEST, FLORIDA 33040


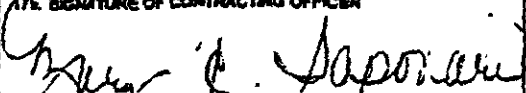
APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY  
 BY:   
 ROBERT N. WOLFE  
 DATE 3-31-03

<b>10b. TELEPHONE NUMBER OF OWNER</b> 305-282-3518	<b>11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING</b> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT      OTHER (Specify)	
<b>12. NAME OF OWNER OR AUTHORIZED AGENT</b> PETER HORTON		<b>13. TITLE OF PERSON SIGNING</b> AIRPORT MANAGER
<b>SIGNATURE OF OWNER OR AUTHORIZED AGENT</b> 		<b>15. DATE</b> 1-30-03
		<b>16. OFFER REMAINS OPEN UNTIL 4:30 P.M.</b> (Date)

**PART III - AWARD (To be completed by Government)**

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3628, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:  
 Attachment 1 - Supplemental Lease Requirements for Small Leases, Attachment 2 - Lease Cost Breakdown Summary, Addendum A - Square Footage and Rent Structure, Layout of Space.

**THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

<b>17a. NAME OF CONTRACTING OFFICER (Type or Print)</b> 	<b>17b. SIGNATURE OF CONTRACTING OFFICER</b> 	<b>17c. DATE</b> 1-31-03
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## ADDENDUM A - SQUARE FOOTAGE AND RENT STRUCTURE

TO GSA FORM 3626

LEASE CONTRACT # GS-04B-42843

The Rentable Square Footage (RSF) and Rent Structure under this lease shall be as follows:

Term	RSF	Fully Serviced Rate/RSF	Total Annual Rent	Monthly Rent
10/01/02 thru 1/21/03	300	\$29.08	\$8,718.00	\$726.50
01/22/03 thru 09/30/03	700	\$29.08	\$20,342.00	\$1,695.17

mg  
1-31-03  
BH  
1-31-03



**SFO No. 2FL0353**  
**TSA, Key West, Florida**

**ATTACHMENT #1**

**SUPPLEMENTAL LEASE REQUIREMENTS**  
**FOR SMALL LEASES**

**1.0. MISCELLANEOUS TERMS AND CONDITIONS**

**1.1. RENTABLE SPACE (JUN 1994)**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanics' rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

**1.2. BOMA USABLE SQUARE FEET (JAN 1997)**

(a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the FINISHED SURFACE of the office side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the DOMINANT PORTION (see Z65.1) (permanent walls which are 50% more than the floor-to-ceiling dimension) of building exterior walls, or a MAJOR VERTICAL PENETRATION and the center of partitions that separate the area being measured from adjoining OFFICE AREA. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.

(c) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation. Refer to GSA Form 3626 and Attachment #2 for specific space requirements.

**1.3. COMMON AREA FACTOR (JAN 1997)**

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

**1.4. LOCATION**

**(a) AREA OF CONSIDERATION**

The space offered must be within the below delineated boundaries:

City: Key West International Airport, Key West, Florida

"Located at the airport or within a 5-minute drive of the airport listed above."

**(b) PARKING REQUIREMENTS**

A minimum of two (2) reserved on-site, outdoor parking spaces are required immediately outside and adjacent to the proposed building. The parking to square foot ratio available on-site must meet current local code requirements.

*N/A - NO Reserved PARKING - BEM*

*BEM*

*L. J. J.*

**1.5. NEGOTIATIONS (APR 1998)**

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the second page of the form 3525 included in this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

**1.6. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)**

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
- (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
  - (1) Parking areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
  - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
  - (4) To the gross PVC will be added:
    - The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
    - The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
- (a) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

INITIALS: LESSOR Ban  
SEQ # 351 0788

& GOVT Handwritten

#### 1.7. REAL ESTATE COMMISSIONS

For the purposes of this SFO, Equis is the authorized representative of the GSA. However, a GSA Contracting Officer must execute the lease. Equis will be pursuing any commissions that they would have been entitled to by common commercial real estate practices. Such commissions shall be payable to the Equis in the form of a certified check, corporate check (or electronic funds transfer) due in accordance with local laws and customs but no later than the lease commencement date. For purposes of the price evaluation, any commission shall be treated as a lump sum credit with the procedures established in Paragraph 1.6 "PRICE EVALUATION (PRESENT VALUE)" of this solicitation.

#### 1.8. OPERATING COSTS ADJUSTMENT

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. The negotiated and agreed upon applicable costs listed on GSA Form 1217, items 5-26, Lessor's Annual Cost Statement, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) ~~In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.~~
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the Attachment #2, "Lease Costs Breakdown Summary", contained elsewhere in this solicitation.

#### 1.9 REAL ESTATE TAX ADJUSTMENT GSAR 552.270-24 (1998)

- (a) Real estate taxes, as referred to in this clause, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.
- (b) Base year taxes as referred to in this clause are the real estate taxes for the first twelve (12) month period coincident with full assessment, or may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- (c) The term "full assessment" as referred to in this clause means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- (d) The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills and

INITIALS: LESSOR

all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-71) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within ten (10) calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.

- (e) The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes, or receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (d).

- (a) In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the base year taxes only if the proper invoice and evidence of payment is submitted by the Lessor within sixty (60) calendar days after the date the tax payment is due from the Lessor to the taxing authority. The due date for making payment shall be the thirtieth (30<sup>th</sup>) calendar day after receipt of evidence of payment by the Contracting Officer or the thirtieth (30<sup>th</sup>) calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

- a. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (d) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in taxes applicable to the Premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with paragraph (f) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within fifteen (15) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- (iii) The requirements stated in this paragraph are applicable to each and every year for which the lease is in effect (or portion thereof, dependent upon the expiration date of the lease). A paid tax receipt or other proof of tax payment must be submitted each year. The Government and the Lessor are mutually obligated to fully disclose to the other party the amount of debit/credit incurred each tax assessment year. Should the Lessor fail to submit tax receipts indicating Government credits for preceding years and subsequently submit a tax receipt indicating payment is due the Lessor, the Government is entitled to be furnished copies of paid tax receipts and process all adjustments for the intervening period of time between tax receipt submissions by the Lessor. If the credit due to the

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Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

- (a) The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is \_\_\_\_%. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s) and parking areas(s) occupied under this lease are \_\_\_\_\_.
- (b) The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.
- (c) For the purposes of tax appeal, the following information must be provided during lease negotiations:
1. County/state in which property tax is paid \_\_\_\_\_.
  2. Date tax bills are issued by county \_\_\_\_\_.
  3. Date tax bills must be paid to county \_\_\_\_\_.
  4. Date paid tax receipt must be submitted to the Government for prorata adjustment (60 calendar days from the date payment is due from the Lessor to the taxing authority) \_\_\_\_\_.
  5. Last date or timeframe in which tax appeals may be filed in county noted above \_\_\_\_\_.
  6. Address of county tax office for appeal \_\_\_\_\_.

#### 1.10. ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor With a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

#### 1.11. UNIT COSTS FOR ADJUSTMENTS (JAN 1997)

~~Several paragraphs in this SEO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government (voids~~

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deviates from the projection, the Offeror must list a unit cost for each of these materials. If the final space build out results in a deviation from the amount of material specified, GSA reserves the option of increasing or decreasing the annual rent or making a lump sum payment for the difference.

The price per floor mounted duplex electrical outlet	\$
The price per wall mounted duplex electrical outlet	\$
The price per floor mounted fourplex (double duplex) electrical outlet	\$
The price per wall mounted fourplex (double duplex) electrical outlet	\$
The price per floor mounted dedicated electrical outlet	\$
The price per wall mounted dedicated electrical outlet	\$
The price per floor mounted telephone outlet	\$
The price per wall mounted telephone outlet	\$
The price per floor mounted data outlet	\$
The price per wall mounted data outlet	\$
The price per interior door	\$
The price per linear foot of office subdividing rolling high partitioning	\$
The price per linear foot of office subdividing slab to slab partitioning	\$
The price per base feed electrical (for systems furniture)	\$
The price per base feed telephone/data (for systems furniture)	\$
The price per hour for overtime HVAC	\$

#### 1.12. RESTORATION WAIVER

The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.

#### 1.13. ELECTRONIC FUNDS TRANSFER PAYMENT (APR 1998)

- (a) Payments under this lease will be made by the Government by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.
- (b) The Lessor shall provide the following information:  
The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
  - (1) Number of account to which funds are to be deposited.
  - (2) Type of depositor account ("C" for checking, "S" for savings).
  - (3) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3981, must be completed before payment can be processed.
- (c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.
- (d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.
- (e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

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## 2.0. BUILDING SYSTEMS AND FINISHES

NO CENTRAL HVAC

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### 2.1. HEATING, AIR CONDITIONING AND VENTILATION SYSTEM

Temperatures shall be maintained between 68°F and 72°F during the heating season and between 74°F and 76° during the cooling season in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Lessor shall be required to start the HVAC equipment early enough in the morning or night in order for the entire space to be at the required temperature at the start of the day without additional cost to the Government.

Simultaneous heating and cooling are not permitted.

Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

### 2.2. ELECTRICAL

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinance. When codes conflict, the more stringent standard shall apply. All receptacles and lighting fixtures shall be installed and coordinated with the tenant buildout.

- (a) Duplex wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet in the office space. If Government varies from this amount, the Lessor and the Government will negotiate the price before proceeding with construction of the Government's leased space.
- (b) Dedicated special electrical receptacles shall be provided as defined in the additional attachments. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets, and shall be used only for office copiers and special equipment. Cable shall not be exposed on the finished floor surface.
- (c) The Lessor may be required to provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. Raceways may be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points as required. Cluster groups at floor or wall locations shall be provided in accordance with the Tenant Improvement design intent drawings. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of three general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.

### 2.3. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)

Telephone wall outlets shall be provided on the basis of 1 per 100 BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.

### 2.4. TELECOMMUNICATIONS AND ELECTRICAL DISTRIBUTION

- (a) The Lessor shall be responsible for providing and installing all conduit and electrical wiring from the telecommunications and electrical equipment rooms on each floor to all outlets in Government leased space. All electrical, telephone and data outlets within the Government demised area shall be installed by the Lessor in accordance with the design intent drawings. All outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. The Government shall be responsible for purchasing and installing said cable for tele/data communications. The Government reserves the right to install all telephone switches, vertical and horizontal wiring/cable and equipment for telephone and data. Wiring to or for local area networks may also be provided and installed by the Government's Contractor.
- (b) Provide commercial grade duplex or fourplex wall or floor receptacles. The maximum number of general purpose duplex receptacles on a 20 amp branch circuit is eight (8). Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the furthest receptacle. All

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tenant outlets shall be marked and coded for ease of wire tracing. All floor outlets must be flush with the plane of the finished floor.

## 2.5. LIGHTING

- (a) Exterior lighting required for outdoor parking shall be capable of producing and maintaining a uniform lighting level. Exterior light fixtures must be light sensitive for automatic operation of the fixtures.
- (b) Office areas shall be modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (c) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.

## 2.6. CEILINGS (SEP 1991)

- (a) The ceiling grid shall not be included in the cost of the Tenant Improvements.
- (b) Ceilings must be at least 8'-6" and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.90 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.
- (c) Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:
- (d) Toilet rooms: plaster or pointed and taped gypsum board.
- (e) Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the Contracting Officer.
- (f) Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.
- (g) Should the ceiling be installed in the Government demised area prior to the tenant improvements, then the Lessor shall be responsible for all costs in regards to the disassembly, storage during alterations and subsequent re-assembly of any of the ceiling components which may be required to complete the tenant improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- (h) In buildings protected throughout by a sprinkler system meeting the Government's approval, ceilings and interior finishes in areas not part of the normal exit may have flame spread and smoke development limits of 200, in lieu of 25 for flame spread and 50 for smoke development (ASTM e-84). In sprinkler protected exits or enclosed corridors leading to exits, ceilings and interior finishes may be composed of materials having a flame spread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flame spread and 50 for smoke development (ASTM e-84).
- (i) Ceiling acoustical tiles shall be cleaned. If cleaning is impossible or if the tiles are damaged, they shall be replaced with new tiles (matching existing.) Paint ceiling grid. Painting of acoustical tile is not acceptable.

## 2.7. PAINTING

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.



2.8. ~~DOORS: EXTERIOR (DEC 1992)~~

Exterior doors must be heavy duty, full flush, solid core wood. Wood doors shall be at least 1 3/4 inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

2.9. ~~DOORS: INTERIOR (SEP 1991)~~

Doors must have a minimum clear opening of 32 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They will be provided at a ratio of 1 door per 300 usable square feet of Government defined space.

2.10. ~~DOORS: HARDWARE~~

Doors shall have lever door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

2.11. ~~PARTITIONS: GENERAL~~

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

2.12. ~~PARTITIONS: PERMANENT (SEP 1991)~~

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor.

2.13. ~~PARTITIONS: SUBDIVIDING (JAN 1997)~~

(a) Subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessors expense. Partitioning shall be provided at a ratio of 1 linear foot for each 100 BOMA Usable Square Feet of space provided for the office space. Partitioning over interior office doors is included in the measurement.

(b) Partitions may be prefinished or taped and painted. HVAC must be re-balanced and lighting repositioned, as appropriate, after installation of partitions.

2.14. ~~FLOOR COVERING AND PERIMETERS (DEC 1991)~~

~~ALL FLOORS OF THE OFFICE SPACE SHALL BE COVERED WITH THE EXISTING BUILDING STANDARD CARPET, IF ACCEPTABLE BY THE CONTRACTING OFFICER OR THE CONTRACTING OFFICE'S DESIGNEE.~~

~~OFFICE AREAS:~~

~~Prior to occupancy, carpet must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.~~

~~TOILET AND SERVICE AREAS:~~

~~Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.~~

~~CARPET - SAMPLES:~~

~~When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of 5 different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.~~

~~CARPET - INSTALLATION:~~

~~Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.~~

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CARPET - REPLACEMENT

Carpet shall be replaced during Government occupancy at any time during the lease when:

- (a) Backing or underlayment is exposed.
- (b) There are noticeable variations in surface color or texture.
- (c) After 5 years of occupancy.

Replacement includes moving and return of furniture.

**2.15. CARPET: BROADLOOM (SEP 1991)**

The office space shall be carpeted with broadloom carpet.

Any carpet to be newly installed must meet the following specifications:

- (a) Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF, woolblend), soil-hiding nylon or wool nylon blends.
- (b) Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.
- (c) Pile weight: 26 ounces per square yard is the minimum for level-loop or textured-loop construction. 32 ounces per square yard is the minimum for level-cut/uncut construction.
- (d) Secondary back: jute or synthetic fiber for glue-down installation.
- (e) Density: 100 percent nylon (loop and cut pile) - minimum of 4000; other fibers, including blends and combinations - minimum of 4500.

**2.16. CARPET TILE (SEP 1991)**

Any carpet to be newly installed must meet the following specifications:

- (a) Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- (b) Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- (c) Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- (d) Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- (e) Total weight: minimum of 130 ounces per square yard.
- (f) Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- (g) Pile height: minimum of 1/8 inch.
- (h) Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- (i) Carpet construction: minimum of 64 tufts per square inch.

**2.17. WINDOWS (SEP 1991)**

- (a) Office space must have windows in each exterior bay unless waived by the Contracting Officer.
- (b) All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

- (c) For safety reasons, windows extending within 18 inches (457 mm) from the floor and located at least 10 feet (3 m) above grade shall be provided with a metal bar or other acceptable alternatives to GSA, on the interior window approximately 3 feet (0.9 m) above floor level, or anti-intrusion devices or break detectors.

## 2.18. WINDOW COVERINGS (SEP 1991)

### WINDOW BLINDS

- (a) All exterior windows in the office spaces shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer if the building standard window blinds are unacceptable or unavailable.
- (b) The building standard window blinds and if possible, the existing, currently installed window blinds are to be used. All window coverings shall be cleaned prior to occupancy by the Government.

## 2.19. WALL COVERINGS

### PHYSICAL REQUIREMENTS:

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering or paint as determined on the design intent drawings.

### REPLACEMENT:

During the term of the lease, at the request of the Government, the Lessor shall replace or repair all surfaces designated by the Government. The entire cost to repair, including wall patching and furniture moving, shall be amortized in the remaining term of the lease. The cost of capital shall be negotiated at the time of the request. The Government may elect to pay a lump sum for the improvements.

### SAMPLES:

When wall coverings need to be newly installed or replaced, the lessor is to provide at least 5 samples of each type of wall covering to be installed for selection by the Contracting Officer, if requested.

### PAINTING:

- (a) Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All wall patching shall be accomplished prior to painting. Surfaces to be painted shall be clean and free from loose particles before applying paint. All wall surfaces to be painted shall receive primer plus two coats of latex semi-gloss enamel paint. All metal surfaces and wood trim shall be painted with oil base semi-gloss enamel.
- (b) During the term of the lease, at the request of the Government, the Lessor shall repaint all surfaces designated by the Government. The entire cost to repaint, including wall patching and furniture moving, shall be amortized in the remaining term of the lease. The cost of capital shall be negotiated at the time of the request. The Government may elect to pay a lump sum for the improvements.

## 2.20. CONSTRUCTION SCHEDULE

- (a) When tenant alterations are required and within 14 working days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than 28 days after award.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

## 2.21. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 15 calendar days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

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## 2.22. CONSTRUCTION INSPECTIONS

(a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.

(b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

## 2.23. FLOOR PLANS AFTER OCCUPANCY - Please See Landlord for drawing of SPACE

Within 30 calendar days after occupancy, one set of one-eighth inch As-Built "Black-Line" Mylar Reproducible full floor plans and two sets of black-line prints showing the space under lease as well as corridors, stairways, and core areas must be provided by the Lessor to the Contracting Officer. The Lessor must also provide the Government with a set of 3.25" computer disks containing the complete architectural drawings of the completed space. The disks shall be formatted in the computer application "Autocad Version 14.0" or later.

## 3.0. SERVICES, UTILITIES, MAINTENANCE

### 3.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies. The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

### 3.2. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

### 3.3. TOILET ROOMS (JAN 1997)

(a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. ~~The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. If public restrooms are provided, this square footage will not be included in the BOMA Usable square foot requirement.~~ Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

(b) Each main toilet room shall contain the following equipment:

(1) A mirror above the lavatory.

(2) A toilet paper dispenser in each water closet stall, ~~that will hold at least two rolls and allow easy, unrestricted dispensing.~~

(3) ~~A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.~~

(4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.

(5) ~~A coin-operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.~~

(6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.

(7) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

INITIALS: LESSOR \_\_\_\_\_ & GOVT \_\_\_\_\_

SUPPLEMENTAL LEASE REQUIREMENTS

7:30 AM - 3:30 PM

BEM  
ngel

3.4. NORMAL HOURS

Services, utilities, and maintenance shall be provided Monday through Friday, ~~6 a.m. - 6 p.m.~~ The Government shall have access to the space 24 hours a day, 7 days a week.

3.5. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies throughout.

All janitorial services shall be performed during the Government's standard occupied hours between 8:00 a.m. - 5:00 p.m., Monday through Friday.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

DAILY:

~~Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.~~

THREE TIMES A WEEK:

~~Sweep or vacuum stairs.~~

WEEKLY:

~~Damp mop and spray buff all resilient floors in toilets. Sweep sidewalks, parking areas and driveways (weather permitting).~~

MONTHLY:

~~Thoroughly dust office furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.~~

EVERY TWO MONTHS:

~~Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance carpets.~~

THREE TIMES A YEAR:

~~Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Wet mop or scrub entrance.~~

TWICE A YEAR:

~~Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.~~

ANNUALLY:

~~Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areas and flat roofs.~~

EVERY TWO YEARS:

~~Shampoo carpets in all offices and other non-public areas.~~

AS REQUIRED:

~~Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Control pests as appropriate, using Integrated Pest Management techniques.~~

INITIALS: LESSOR

& GOVT

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BEM  
ngel

Damp mop and wax ~~resilient~~ all resilient floors in toilets. Sweep sidewalks, parking areas and driveways (weather permitting).

**MONTHLY:**

Thoroughly dust office furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

**EVERY TWO MONTHS:**

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance carpets.

**THREE TIMES A YEAR:**

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Wet mop or scrub ~~garages~~.

**TWICE A YEAR:**

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

**ANNUALLY:**

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, arcways and flat roofs.

**EVERY TWO YEARS:**

Shampoo carpets in all offices and other non-public areas.

**AS REQUIRED:**

Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Control pests as appropriate using Integrated Pest Management techniques.

**3.6. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)**

(a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance, such as snow removal, and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessors maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.

(b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

**3.7. SECURITY AND ALARM**

No unauthorized personnel will be permitted in the Government's space at any time. Government space must be self-contained within the building and secured from other space within the building.

**3.8. RADON IN AIR (OCT 1996)**

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 pCi/liter. After the initial testing, a follow-up test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

INITIALS: LESSOR BOU & GOVT [Signature]  
SFO # 2FL0353

1/23/03

**SFO No. 2FL0353  
TSA, Key West, Florida**

**SFO ATTACHMENT #2**

**LEASE COSTS BREAKDOWN SUMMARY**

	<u>Years 1-2</u> <u>(\$/BOMA Usable sq. ft.)</u>	<u>Years 1-2</u> <u>(\$/Rentable sq. ft.)</u>	<u>Years 3-5</u> <u>(\$/BOMA Usable sq. ft.)</u>	<u>Years 3-5</u> <u>(\$/Rentable sq. ft.)</u>
Warm-lit Shell / Base Rent (Land, Building, Financing, Insurance Costs)	<u>29.06</u>	<u>29.06</u>	<u>29.06</u>	<u>29.06</u>
Real Estate Property Taxes (Assuming Full Assessment)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs (Janitorial Utility Costs unless separately metered, etc. This equals line 27 of the GSA Form 1217)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>TOTAL GROSS RENTAL OFFERED PER YEAR</b>	<u>29.06</u> per USF	<u>29.06</u> per RSF	<u>29.06</u> per USF	<u>29.06</u> per RSF

**OTHER REQUIRED INFORMATION:**

Real Estate Commission:

0 (\$ or %)

Amount of Rentable square feet offered:

700

Common Area Factor:

0

Amount of BOMA Usable square feet offered:

700

Percent of total building occupied by the Government  
for real estate tax adjustment purposes:

N/A %

Tax I.D. Number:

N/A

Adjustment Rate for Vacant Premises:

N/A \$ / Usable sq. ft.

Hourly Rate for Overtime HVAC:

N/A \$ / hour

Is Authorization to Negotiate enclosed with offer?

Yes No

*BOM*

INITIALS:

LESSOR

& GOVT

SFO NO. 2FL0353

**SAFETY AND ENVIRONMENTAL MANAGEMENT  
RELEASE CERTIFICATION CHECKLIST**

LEASE NUMBER  
**GS-04B-42843**

Building Name: Key West International Airport  
 Street Address: 3491 S. Roosevelt Blvd.  
 City: Key West State: FLA Zip Code: 33040

INSTRUCTIONS: Complete the following information that applies to the building being offered for lease by the Government. If building is not yet constructed, complete based on building plans and specifications.

The following information applies to (check one):      an existing building      a building planned for construction

Building structural support (check one):

☒ Combustible (timber, wood, etc.) - PART  
☐ Noncombustible (concrete, steel, masonry, etc.)

Other types of uses present in the building (check all that apply):

☒ Restaurants  
☒ Laboratories  
☐ Storage  
☐ Retail

Other, list \_\_\_\_\_

Vertical openings between two or more floors:

Stairs (check one): ☒ open      enclosed with doors      Brick and concrete block  
 Shafts (check one): ☐ open      enclosed, describe \_\_\_\_\_  
 Other (check one): ☐ open      enclosed, describe \_\_\_\_\_  
 None: ☐

Sprinklers (check one):

☐ None  
☐ Corridors only  
☐ All but corridors and lobbies  
☐ Total building  
☒ Other, describe locations: 1st floor

Fire fighting capability (check one):

☒ None - ARFF FACILITY ON SITE  
☐ Fire extinguishers only  
☐ Standpipes only  
☐ Standpipes and fire extinguishers

Fire alarm (check one):

☐ None  
☐ Building alarm without automatic fire department notification  
☒ Building alarm with automatic fire department notification - Pending

Smoke detectors (check one):

☒ None  
☒ All corridors  
☐ Total building  
☐ Other, describe locations: \_\_\_\_\_

Wall interior finish in space being offered for lease (check one):

☒ Painted walls of plaster, sheetrock or masonry  
☐ Wallpaper or vinyl wall covering  
☐ Cloth or corkboard  
☒ Hardwood paneling  
☐ Other, describe: \_\_\_\_\_

Floor finish in space being offered for lease (check one):

☒ Carpet  
☒ Tile - VINYL  
☐ Concrete  
☐ Hardwood  
☐ Other, describe: \_\_\_\_\_



## SAFETY AND ENVIRONMENTAL MANAGEMENT PRELEASE CERTIFICATION CHECKLIST

LEASE NUMBER  
GS-04B-42843

## Building size and layout

Approximate outside dimensions of building: N/A

Total gross area of building: N/A square feet

Area of proposed lease: 700 square feet

Total number of floors in building: 2 Floor(s) of proposed lease: 2nd

Describe building layout, e.g., rectangular, E-shaped, U-shaped, etc.: \_\_\_\_\_

## Exits (check one):

☐ No stairway; one floor on grade☒ Stairways as described in the table below (Place checks in appropriate boxes except for "Distance to Next Stair" column which should contain number, measured in feet, indicating the required walking distance to the next exit stair.):

Which Stair	Stairway Enclosure		Location of Exit Discharge		Distance to Next Stair (in feet)
	Open	Separated by Doors	Inside Building	Directly to Outside	
Example					
No. 1					
No. 2					
No. 3					
No. 4					

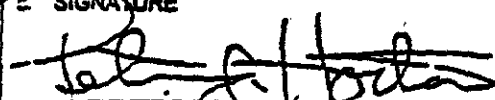
The example represents an open stair (no doors) which discharges inside the building (perhaps into a lobby). A person must walk approximately 120 feet to reach the next exit stair. NOTE: Fire escapes and ladders must not be counted as exit stairs.

Additional information on exits, if any, e.g., sketch of building: - 1 STAIR well

## Asbestos: The building has (check all that apply):

- ☐ No asbestos
- ☐ Asbestos fire proofing or surfacing material
- ☐ Undamaged asbestos floor tile
- ☐ Asbestos pipe or boiler insulation in good condition
- ☐ Other undamaged asbestos, describe: \_\_\_\_\_
- ☐ Damaged asbestos, describe: \_\_\_\_\_
- ☒ Don't know

This information provided by the Offeror on this form is material facts upon which the Government relies in making an award. The Government has the right to require remedy if there is a misrepresentation. The Owner or Authorized Representative certifies that all features are in operating order and properly maintained.

OWNER or AUTHORIZED REPRESENTATIVE	2. TYPED NAME AND ADDRESS (including ZIP code) <u>PETER HORTON</u> <u>3491 S. ROOSEVELT BLVD - Key West, FL 33040</u>	b. Telephone No. (including area code) <u>305-298-3518</u>
	c. SIGNATURE 	d. Date Signed <u>10-24-02</u>

**GENERAL CLAUSES**  
**(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.
5. 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (VARIATION) (SEP 2001)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/Portal/offering.jsp?OID=113404>

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over \$100,000.)
GSAR 552-203 70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over \$100,000.)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) (Applicable to leases over \$25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000) (Applicable to leases over \$500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 2000) (Applicable to leases over \$500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (SEP 1999) (Applicable to leases over \$500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (SEP 1999) (Applicable to leases over \$500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

INITIALS: LESSOR \_\_\_\_\_ & GOVT \_\_\_\_\_  
SFO NO. 2FL0353

GSAR 552-203-5

FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000)
FAR 52.233-1	DISPUTES (DEC 1998)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services exceeding \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: LESSOR \_\_\_\_\_ & GOVT \_\_\_\_\_  
SFD NO. 2FL0353

GSA FORM 3517A (REV 9/01)

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (SEP 2001)

- (a) The offeror represents that it ☒ is, ☐ is not a small business concern. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (b) The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (c) The offeror represents that it ☐ is, ☐ is not a women-owned small business concern as defined in 48 CFR 52.219-1.
- (d) The offeror represents that it ☐ is, ☐ is not a veteran-owned small business concern as defined in 48 CFR 52.219-1.
- (e) The offeror represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern as defined in 38 U.S.C. 101(2), 38 U.S.C. 101(16), and 48 CFR 52.219-1.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases which exceed \$10,000.)

The Offeror represents that --

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases which exceed \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: 59-6000749
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_

(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name N/A  
TIN \_\_\_\_\_

6. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) <u>Peter Horton, Airport</u> <u>MANAGER</u> <u>Key West International</u> <u>AIRPORT</u> <u>3491. S. Roosevelt Blvd.</u> <u>Key West, Florida 33040</u> Signature <u>[Signature]</u>	Telephone Number <u>305-298-3518</u> Date <u>10/24/02</u>
--	---	---

INITIALS: LESSOR \_\_\_\_\_ & GOVT \_\_\_\_\_  
SFO NO. 2FL0353

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GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LESSOR'S ANNUAL COST STATEMENT  
IMPORTANT - Read attached "Instructions"

1. SOLICITATION FOR OFFERS  
2PL0367

2. STATEMENT DATE  
10/24/02

3. RENTABLE AREA  
(SQ. FT.) N/A

3A. ENTIRE BUILDING  
N/A

3B. LEASED BY GOVT  
700

4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)

Key West International Airport

3491 S. ROOSEVELT BLVD. - Key West, Florida 33040

SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES  
FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION

SERVICES AND UTILITIES	LESSOR'S ANNUAL COST FOR		FOR GOVERNMENT USE ONLY (3)
	(A) ENTIRE BUILDING	(B) GOVT-LEASED AREA	
A. CLEANING, JANITOR AND/OR CHAR SERVICE	N/A	N/A	OPERATING COSTS ARE Included IN BASE Rent -  NO CPI Adjustment  Bar
5. SALARIES			
6. SUPPLIES (Wax, cleaners, etc.)			
7. CONTRACT SERVICES (Window washing, waste and more removed)			
B. HEATING			
8. SALARIES			
9. FUEL (If one)			
10. SYSTEM MAINTENANCE AND REPAIR			
C. ELECTRICAL			
11. CURRENT FOR LIGHT AND POWER (including elevators)			
12. REPLACEMENT OF BULBS, TUBES, STARTERS			
13. POWER FOR SPECIAL EQUIPMENT			
14. SYSTEM MAINTENANCE AND REPAIR (Bulbs, fuses, etc.)			
D. PLUMBING			
15. WATER (For all purposes) (Include sewage charges)			
16. SUPPLIES (Sump, toilet, fixtures not in 6 above)			
17. SYSTEM MAINTENANCE AND REPAIR			
E. AIR CONDITIONING			
18. UTILITIES (Include electricity, if not in C11)			
19. SYSTEM MAINTENANCE AND REPAIR			
F. ELEVATORS			
20. SALARIES (Operators, janitors, etc.)			
21. SYSTEM MAINTENANCE AND REPAIR			
G. MISCELLANEOUS (To the extent not included above)			
22. BUILDING ENGINEER AND/OR MANAGER			
23. SECURITY (Watchmen, guards, not janitors)			
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE			
25. LAWN AND LANDSCAPING MAINTENANCE			
26. OTHER (Specify on separate sheet)			
27. TOTAL	\$	\$	\$

SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES

28. REAL ESTATE TAXES	N/A	N/A	
29. INSURANCE (Fire, theft, etc.)	Self Insured		
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT	N/A	N/A	
31. LEASE COMMISSION	0	0	
32. MANAGEMENT	N/A	N/A	
33. TOTAL	\$ 0	\$ 0	\$

LESSOR'S CERTIFICATION - The amounts entered in Sections (I) and (II) represent my best estimate as to the annual costs of services, utilities and ownership.

34. SIGNATURE OF

☐ OWNER

☐ LEGAL AGENT

TYPED NAME AND TITLE

SIGNATURE

DATE

35A. Peter Hontow, AIRPORT MANAGER

35B. [Signature]

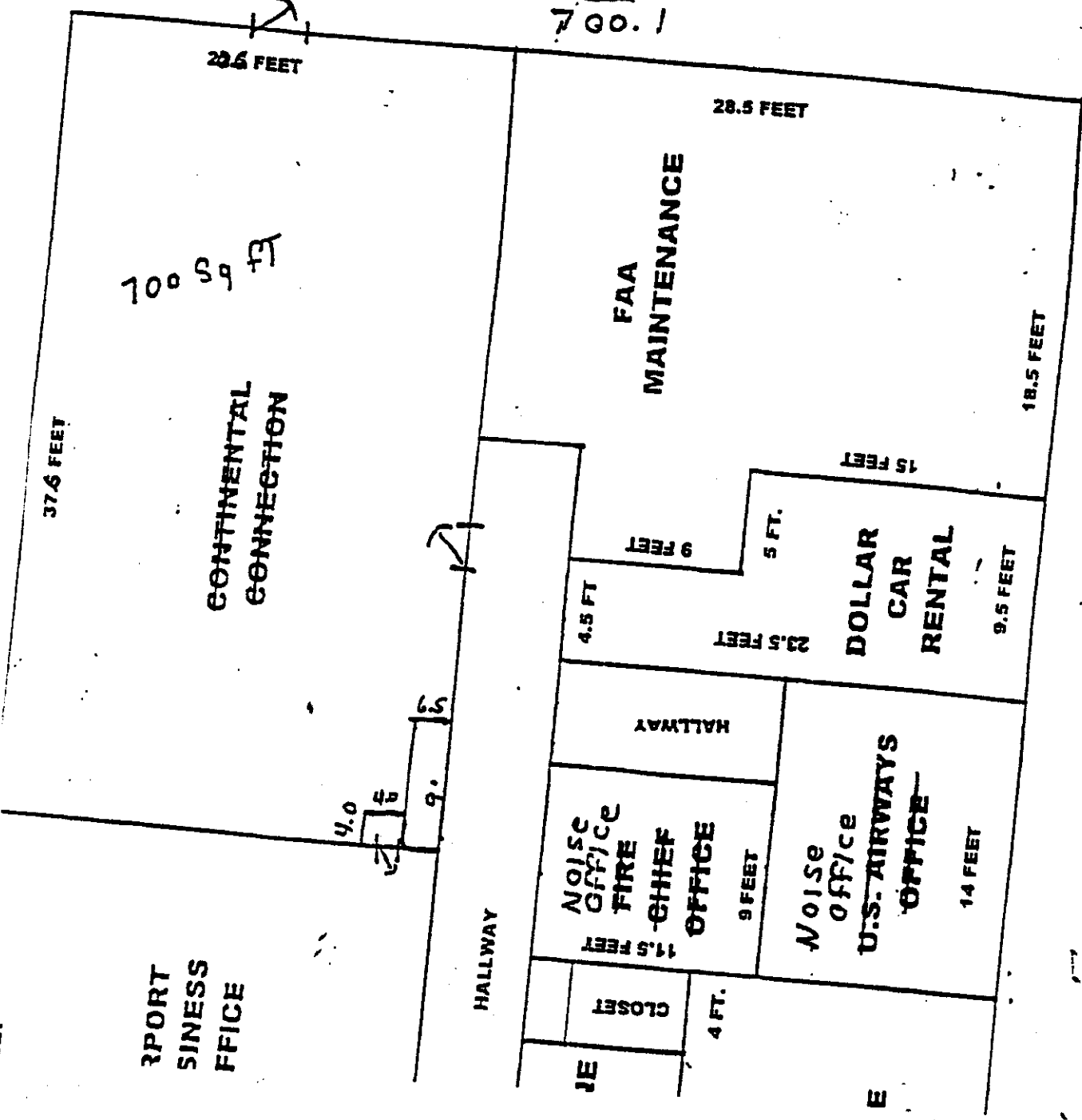
35C. 10/24/02

35A.

35B.

35C.

$$\begin{array}{r} 20.6 \times 37.6 = 774.6 \\ \text{less } 6.5 \times 9.0 = 58.5 \\ \text{less } 4.0 \times 4.0 = 16.0 \\ \hline 700.1 \end{array}$$



SCALE: 1/8" = 1 FT.

on  
minol